

**SO ORDERED**



*Michelle M. Harner*  
MICHELLE M. HARNER  
U.S. BANKRUPTCY JUDGE

**UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF MARYLAND  
AT BALTIMORE**

In Re: Michael Christian Boyer aka Michael C.  
Boyer

Case No. 18-22962-MMH  
Chapter 13

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U.S. BANK TRUST NATIONAL  
ASSOCIATION, AS TRUSTEE OF  
BUNGALOW SERIES F TRUST, Movant  
(BSI Financial Services, INC.), Servicer

vs.

Michael Christian Boyer aka Michael C.  
Boyer, Debtor  
Shannon B. Boyer, Non-Filing Co-Debtor  
Respondent(s)

**AGREED ORDER AND STIPULATION MODIFYING AUTOMATIC STAY**

The Movant, U.S. BANK TRUST NATIONAL ASSOCIATION, AS TRUSTEE OF BUNGALOW SERIES F TRUST, Movant (BSI Financial Services, INC.), Servicer by its attorney, Joshua Welborn, Esq., and the Debtors, Michael Christian Boyer aka Michael C. Boyer by their attorney, Raymond E. DiBiagio, Jr., do hereby consent to the following:

1. The Automatic Stay of 11 U.S.C. §362 and 11 U.S.C. §1301 (if applicable) are hereby terminated. Movant agrees to forbear provided Debtor(s) comply(ies) with the terms of this Order.

2. The Debtor shall cure the post-petition arrears due of approximately \$11,034.77, which include: payments in the amount of \$1,429.11 for the months of October 2018 through April 2019 and current bankruptcy fees and costs in the amount of \$1,031.00. The Debtor will make "additional" monthly payments of \$1,839.13 commencing in **May 2019** and continuing each month thereafter for a total of five (5) months and one final payment of \$1,839.12 for the month of **October 2019** until the arrears are paid in full. **The "additional" payments must be received by the 15th day of the month.** Note: Should the Debtors provide sufficient proof of payments made but not yet credited by Movant, the above arrears will be adjusted accordingly.

3. Commencing, in **May 2019** the Debtor shall resume making the regular monthly payments of \$1,429.11, or as adjusted for interest rate or escrow changes and shall continue to be bound by all other provisions in the Note and Deed of Trust. The regular payments are due on the 1st day of the month with a late charge assessed after the 15th.

4. All payments tendered in accordance with this Order should be sent directly to U.S. BANK TRUST NATIONAL ASSOCIATION, AS TRUSTEE OF BUNGALOW SERIES F TRUST, Movant at 314 S Franklin St. P.O. Box 517, Titusville, PA 16354.

5. Should the Debtor(s) default under Paragraph 2 or 3 herein, or should any payment be returned for insufficient funds, the Movant may file with the court and mail to the Debtor(s) and Debtor(s) attorney a Notice of Default and Notice of Termination of Automatic Stay. Should the Debtor(s) then fail to cure the default including any amounts which have become due between the execution of the Notice and the expiration of the cure period, within ten (10) days from the date of the filing of the Notice, and/or should the Debtor(s) fail to file an opposition to the Default Notice pursuant to Bankruptcy Rule 4001(a)(3), the forbearance shall terminate without further court action and without further court order. Should the Debtor(s) file an Objection, Response or Motion to Strike the Notice of Default, the Debtor(s) shall bear the burden of proof as to the inaccuracy of the Notice. **Any payment(s) tendered to cure a default arising under the provisions of this consent agreement must be in the form of certified or cashier's check or money orders.** Acceptance of a partial payment shall not be deemed to be a waiver of the termination of the forbearance as provided herein. If the Debtor(s) fail to cure the default noted, the Noteholder may proceed to enforce its rights, including but not limited to foreclosure, under the provisions of the Deed of Trust recorded among the land records of Anne Arundel County, Maryland, at Liber 17317 and folio 420 and which is secured by the property of the Debtor(s) located at **698 203rd Street, Pasadena, Maryland 21122**. The additional stay provided by Bankruptcy Rule 4001(a)(3) is hereby waived.

6. Should there be more than two (2) defaults in payment as provided in this agreement, there shall be no ten day "cure period"; the Movant shall file the Notice of Default with the court and mail copies to the Debtor(s) and Debtor(s') attorney and the forbearance shall be terminated at the filing thereof without any further Court Order. Movant may proceed with collection and/or foreclosure actions immediately.

7. This agreement shall be and become null and void on the termination of this bankruptcy proceeding. Should the Debtor(s) convert to a Chapter 7 proceeding, the forbearance shall be immediately terminated and the repayment provisions herein shall be and become null

and void. This agreement shall apply to proceedings for possession of the real property after the foreclosure sale and shall apply to successors and/or assigns of Movant.

8. The Movant and/or its successors and assigns may, at its option, offer, provide and enter into a potential forbearance agreement and/or loan modification or other loan workout/loss mitigation agreement which does not otherwise require court approval. The Movant may contact the Debtor via telephone or written correspondence to offer such an agreement.

SEEN AND APPROVED:

/s/ Joshua Welborn, Esq. (Jwel)

Joshua Welborn, Esq.

Attorney for Movant

Bar No. 29359

McCabe, Weisberg & Conway, LLC

312 Marshall Avenue, Suite 800

Laurel, MD 20707

301-490-1196

bankruptcymd@mwc-law.com

/s/ Raymond E. DiBiagio, Jr.

Raymond E. DiBiagio, Jr.

Attorney for Debtor

7433 Baltimore Annapolis Blvd.

Glen Burnie, Maryland 21061

ray@rdlaws.com

I HEREBY CERTIFY that the terms of the copy of the consent order submitted to the court are identical to those set forth in the original consent order; and the signatures represented by the /s/ \_\_\_\_\_ on the copy of the consent order submitted to the Court reference the signatures of consenting parties obtained on the original consent order.

/s/ Joshua Welborn, Esq.

Joshua Welborn, Esq.

Copies to:

Michael Christian Boyer aka Michael C. Boyer

698 203Rd St

Pasadena, Maryland 21122

Shannon B. Boyer  
698 203rd St  
Pasadena, Maryland 21122

Copies were sent electronically thru the CM/ECF system to Raymond E. DiBiagio, Jr., Attorney for Debtor and Robert S. Thomas, II, Chapter 13 Trustee.

**End of Order**